HOOase 1:02-Ev-00006-SAS

Document 40-5

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THIS IS A LEGALLY BINDING CONTRACT.

1F NOT UNDERSTOOD, SEEK LEGAL ADVICE.

## CONTRACT TO PURCHASE

Cincinnati, Ohio 1. The undersigned Purchaser hereby offers to purchase, the following described property to-wit, property located at: LAIDLAW AUE 1107 CINCINNATI The purchase price is to be \$ Sec below payable as follows:

\$ 0- as earnest money to apply toward purchase price.

20,000,00 CASH TO SELLET, Buyer WILL SATISFY LIEN WITH NATIONS BANC MORTAGE CORP. Plus Buyer WILL PAY ATTORNEY'S Fee'S, COURT COST, PAXES ECT.

Seller WILL Lease Option Property For 4 200,000 A MONTH FOR ONE YEAR.

Buyer will help seller To Puchase property AT 100% FINANCING. 2. The purchase price is to be \$ Sec beive 3. The above described real estate shall include all land and appurtenant rights; also all electrical; plumbing, heating and air conditioning equipment, including window units, bathroom fixtures; shades, venetian blinds; awnings; curtain rods; window/door screens, storm windows/doors; landscaping and shrubbery; wall-to-wall/stair carpeting; built-in kitchen appliances; attached radios and/or television aerials; all affixed/built-in furniture fixtures; and utility/storage buildings or sheds; except: NOWE 4. The following personal property shall be included in the sale: NONE 5. Title to the above described real estate is to be conveyed by Warranty Deed with release of dower, on or before  $\frac{28}{19}$  19  $\frac{98}{3}$ ; said title to be free, clear, and unencumbered, free of building orders, subject to zoning regulations of record, and except assessments, easements and restrictions of record, and EXCEPT 6. Seller certifies to Purchaser that: there is no termite damage to the real estate or active infestation; electrical, plumbing, heating, air conditioning equipment and systems, fireplaces, chimneys and other items included herein will be operational on possession except \_\_\_\_\_\_\_\_. Seller agrees that at the date of this offer, reasonable wear and tear excepted. 7. The following items shall be prorated between seller and purchaser as of closing: real estate taxes, assessment installments of record, rents, operating expenses and interest on encumbrances. Security and/or damage deposits held by Seller will be transferred to Purchaser at closing without proration. 8. Seller will maintain, until closing, hazard insurance in the amount of the above stated purchase price. If any building or other improvements are damaged or destroyed prior to closing, purchaser shall have the option to receive the proceeds of any insurance payable or to cancel this agreement and be refunded all consideration therefore paid. DAY OF CLOSING 9. Possession shall be given on or before \_\_ \_ , subject to tenant's rights. Any lease or tenant agreement will be supplied to Purchaser prior to closing. -0-10. This agreement is subject to the arranging of financing within \_ banking days, at any terms acceptable to Purchaser. Seller held mortgages, if any, shall be subordinate and inferior to any new, additional, or refinancing of existing mortgages. Purchaser's liabilities are limited to the securing property itself and shall not extend beyond. Financing will, at Purchaser's option, additionally or entirely be secured by subject or other similar real property. 11. This contract is contingent on an inspection of the above real estate by Purchaser, which is satisfactory without limita-12. This agreement survives closing and pertinent language contained herein becomes part of any deeds, notes, mortgages, and documents pertinent to this transaction and shall take precedence in the event of any conflicting provisions of terms. 13. This offer, when accepted, comprises the entire agreement of Purchaser and Seller, and it is agreed that no other representation or agreements have been made or relied upon. 14. This offer, when accepted, shall constitute a binding contract to be binding upon the parties, their heirs, personal representatives, executors, administrators and assigns. 15. Offer void if not accepted by \_ Purchaser I/We as Sellers accept the above offer and earnest money submitted to us

Seller

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## CONTRACT TO PURCHASE

			8/21	Cincinnati, Ohio
1. The undersigned Purchaser hereby offers to purch			, ,	/
1966 Fairfax A	livure com 20		1 .	e. Ant
2. The purchase price is to be \$	7.50	payable as follows:	1/m 35	Eger NOS.
s as carnes	st money to apply	toward purchase price.	"	
Dellir to recieve 1/0000,0	is Cush at	Closing.	. ,	11/13/10
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2. The purchase price is to be \$ as earner as earner as earner and a second and appliances; attached radios and/or television aerial or sheds; except:	ls; all affixed/built	in furniture fixtures; ar	arpeting; bu id utility/sto	orage buildings
4. The following personal property shall be included i		Maring	43001	11 Contraction Cult
1. The following personal property shall be included in	n the sale:	pysous	<del></del>	
5. Title to the above described real estate is to be com	veyed by Warranty	Deed with release of de	ower, on or	before
zoning regulations of record, and except assessmen	e, clear, and uner	cumbered, free of build	ling orders,	subject to
zoning regulations of record, and except assessmen	its, easements and	restrictions of record, a	nd EXCEPT	
6. Seller certifies to Purchaser that: there is no termite plumbing, heating, air conditioning equipment and be operational on possession except <u>ANN</u> time of transfer of title, the above described real est date of this offer, reasonable wear and tear excepted	systems, fireplace Lie own rate, and all items	e chimpous and other is		11 / 11
<ol> <li>The following items shall be prorated between seller ments of record, rents, operating expenses and inte Seller will be transferred to Purchaser at closing with</li> </ol>	rest on encumbra	of closing: real estate onces. Security and/or d	axes, assessi amage depo	ment install- sits held by
<ol> <li>Seller will maintain, until closing, hazard insurance is or other improvements are damaged or destroyed p proceeds of any insurance payable or to cancel this:</li> </ol>	rior to closing nu	rchaser shall have the o	niian ta zzz	ation at a
Possession shall be given on or before     Any lease or tenant agreement will be supplied to Pu	archaser prior to o	losing.	ct to tenant'	s rights.
10. This agreement is subject to the arranging of financi acceptable to Purchaser. Seller held mortgages, if ar refinancing of existing mortgages. Purchaser's liabili beyond. Financing will, at Purchaser's option, additi	ny, shall be subord ities are limited to	linate and inferior to an the securing property i	y new, addit	ional, or
11. This contract is contingent on an inspection of the attions to said Purchaser.	bove real estate by	Purchaser, which is sat	isfactory wit	hout limita-
12. This agreement survives closing and pertinent languand documents pertinent to this transaction and shall	age contained her- Il take precedence	ein becomes part of any in the event of any con	deeds, note flicting prov	es, mortgages, isions of terms.
13. This offer, when accepted, comprises the entire agree representation or agreements have been made or re	ement of Purchase			
14. This offer, when accepted, shall constitute a binding representatives, executors, administrators and assign:	5.	ding upon the parties, t	heir heirs, p	ersonal
15. Offer void if not accepted by 6:00 pm	8/3/9	7	·	
E .	ate	8/2/99	_	
WIINESS				,
watern surrang	f Second	Purchaser F	Trust	(00
		Purchaser	<del>-</del>	
I/We as Sellers accept the above offer and earnest mone	y submitted to 22			
Dz	fally	1 Sistes	<del></del>	
	Option Option	Seller  Seller  Seller		